

1 Henry C. Bunsow (SBN 60707)  
hbunsow@bdiplaw.com  
2 Brian A.E. Smith (SBN 188147)  
bsmith@bdiplaw.com  
3 Alden K.W. Lee (SBN 257973)  
alee@bdiplaw.com  
4 Joseph J. Fraresso (SBN 289228)  
jfraresso@bdiplaw.com  
5 BUNSOW, DE MORY, SMITH & ALLISON  
LLP  
6 351 California Street, Suite 200  
San Francisco, CA 94104  
7 Telephone: (415) 426-4747  
Facsimile: (415) 426-4744

8 Christina M. Finn (SBN 247838)  
cfinn@bdiplaw.com  
9 Jeffrey D. Chen (SBN 267837)  
jchen@bdiplaw.com  
10 BUNSOW, DE MORY, SMITH & ALLISON  
LLP  
11 701 El Camino Real  
Redwood City, CA 94063  
12 Telephone: (650) 351-7248  
13 Facsimile: (650) 351-7253

14 **ATTORNEYS FOR PLAINTIFF**  
15 **VIR2US, INC.**

Richard L. Seabolt  
California Bar No. 67469  
Duane Morris LLP  
Spear Tower  
One Market Plaza, Suite 2200  
San Francisco, CA 94105-11127  
Telephone: (415) 957-3000  
Email: rlseabolt@duanemorris.com

L. Norwood Jameson (*pro hac vice*)  
Matthew C. Gaudet (*pro hac vice*)  
John R. Gibson (*pro hac vice*)  
Jennifer H. Forte (*pro hac vice*)  
Duane Morris LLP  
1075 Peachtree Street, N.E., Suite 2000  
Atlanta, Georgia 30309-3929  
Telephone: (404) 253-6900  
Email: wjameson@duanemorris.com  
Email: mcgaudet@duanemorris.com  
Email: jrgibson@duanemorris.com  
Email: jhforte@duanemorris.com

Joseph A. Powers (*pro hac vice*)  
Jarrad M. Gunther (*pro hac vice*)  
Duane Morris LLP  
30 South 17th Street  
Philadelphia, PA 19103-4196  
Telephone: (215) 979-1000  
Email: japowers@duanemorris.com  
Email: jmgunther@duanemorris.com

**ATTORNEYS FOR DEFENDANTS, CISCO  
SYSTEM, INC. AND SOURCEFIRE LLC**

18 UNITED STATES DISTRICT COURT  
19 NORTHERN DISTRICT OF CALIFORNIA  
20 SAN FRANCISCO DIVISION

21 VIR2US, INC.,

22 Plaintiff,

23 v.

24 CISCO SYSTEMS, INC. and  
25 SOURCEFIRE LLC,

26 Defendant.

CASE NO. 3:16-cv-06988-VC

**JOINT STIPULATION TO AMEND CASE  
SCHEDULE (DKT. 104)  
AND ORDER**

Plaintiff Vir2us, Inc. (“Vir2us”) and Defendants Cisco Systems, Inc. and Sourcefire LLC (“Defendants”), after consultation with the Court, hereby stipulate and agree that—with the exception of Defendants’ supplemental response to Plaintiff’s Interrogatory No. 4, Defendants’ agreed<sup>1</sup> supplemental production and identification of documents required by Patent Local Rule 3-4(d), and the parties’ exchange of damages contentions pursuant to Patent Local Rule 3-8 and 3-9 (collectively, the “Initial Damages Discovery Items”)—all other damages-related discovery shall be rescheduled to commence after the Court issues its claim construction and dispositive motion ruling(s) (collectively, “Dispositive Rulings”). Defendants’ supplemental response to Plaintiff’s Interrogatory No. 4 and agreed supplemental production of documents required by Patent Local Rule 3-4(d) shall include (to the extent not already produced, but maintained in the ordinary course of business) units sold, sales, revenue, cost, and profit information for each Accused Product<sup>2</sup> identified in Plaintiff’s Patent Local Rule 3-1(b) disclosure and shall cover the time-period of 2010 to present.

The parties stipulate and agree that the following deadlines shall apply to the Initial Damages Discovery Items:

Event	Deadline
Defendants’ supplemental response to Plaintiff’s Interrogatory No. 4 and Defendants’ agreed supplemental production of documents required by Patent Local Rule 3-4(d)	June 21, 2017

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<sup>1</sup> Plaintiff contends there are deficiencies in Defendants’ existing production and identification of documents required by Patent Local Rule 3-4(d). Defendants disagree. In an effort to resolve the dispute, Defendants have agreed to make a supplemental document production and identification of documents as part of its supplemental response to Plaintiff’s Interrogatory No. 4, which Defendants hope will moot the dispute. The parties reserve all rights regarding that dispute.

<sup>2</sup> Defendants have objected to the definition of “Accused Products” set forth in Plaintiff’s Patent Local Rule 3-1(b) disclosure. Plaintiff has neither agreed nor acquiesced to those objections. Defendants will provide the categories of information described herein by June 21 in accordance with their objections. If Plaintiff believes those objections are improper or result in an improper narrowing or exclusion of products, then the parties shall confer after June 21, and Plaintiff maintains the right to raise any such unresolved dispute with the Court immediately following the meet-and-confer process.

Event	Deadline
Vir2us's amended disclosure of damages contentions (P.L.R. 3-8)	July 14, 2017
Defendants' disclosure of responsive damages contentions (P.L.R. 3-9)	August 4, 2017

The parties further stipulate and agree that following the issuance of the last of the Court's Dispositive Rulings related to claim construction and/or dispositive motions heard at the currently scheduled March 7, 2018 hearing, fact discovery relating only to damages issues shall recommence and last 60 days, to be followed by a 73-day period for expert discovery relating only to damages issues and then a 14-day period to file any *Daubert* motions related to damages issues. Accordingly, the following deadlines shall apply to the damages-related discovery period:

Event	Deadline
Damages-related fact discovery ends	60 days after the Court issues its final Dispositive Ruling
Vir2us's opening expert report on damages	10 days after damages-related fact discovery ends
Defendants' rebuttal expert report on damages	28 days after Vir2us's opening expert report on damages
Vir2us's reply expert report on damages	21 days after Defendants' rebuttal expert report on damages
Damages expert discovery ends	14 days after Vir2us's reply expert report on damages
<i>Daubert</i> motions on damages-related issues	14 days after close of damages expert discovery

1 The foregoing has been stipulated and agreed to by and among the parties, this 20th day  
2 of June, 2017.

3 /s/ Brian A.E. Smith

4 Henry C. Bunsow (SBN 60707)  
hbunsow@bdiplaw.com  
5 Brian A.E. Smith (SBN 188147)  
bsmith@bdiplaw.com  
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alee@bdiplaw.com  
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9 San Francisco, CA 94104  
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12 Jeffrey D. Chen (SBN 267837)  
jchen@bdiplaw.com  
13 BUNSOW, DE MORY, SMITH & ALLISON LLP  
701 El Camino Real  
14 Redwood City, CA 94063  
Telephone: (650) 351-7248  
15 Facsimile: (650) 351-7253

16 **ATTORNEYS FOR PLAINTIFF VIR2US,  
17 INC.**

20 Date: June 22, 2017

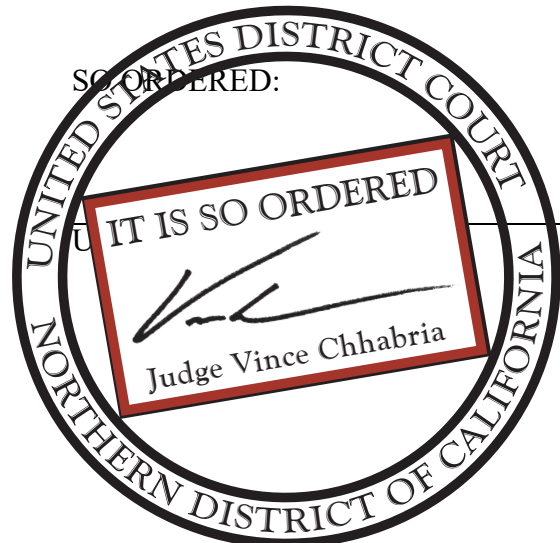
/s/ Matthew C. Gaudet

Richard L. Seabolt  
California Bar No. 67469  
Duane Morris LLP  
Spear Tower  
One Market Plaza, Suite 2200  
San Francisco, CA 94105-11127  
(415) 957-3000  
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1075 Peachtree Street, N.E., Suite 2000  
Atlanta, Georgia 30309-3929  
(404) 253-6900  
Email: wjameson@duanemorris.com  
Email: mcgaudet@duanemorris.com  
Email: jrgibson@duanemorris.com  
Email: jhforte@duanemorris.com

Joseph A. Powers (pro hac vice)  
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**ATTESTATION**

Pursuant to Civil Local Rule 5-1, I hereby attest that I have obtained concurrence of the  
above noted signatories as indicated by a “conformed” signature (/s/) within this e-filed document.

Dated: June 20, 2017

/s/ Brian A.E. Smith  
Brian A.E. Smith